

Baxter CSD      Baxter EA      7/1/2006   6/30/2007

BAXTER CSD/EA

06-07

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

**MASTER CONTRACT AGREEMENT**

**BETWEEN**

**THE BAXTER COMMUNITY SCHOOL DISTRICT**

**July 1, 2006 - June 30, 2007**

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# ARTICLE I

## GRIEVANCE PROCEDURE

### 1. Definition

A grievance shall mean only a claim that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

### 2. Procedure

a. Every member of the bargaining unit and the Association shall have the right to present a grievance in accordance with the following procedures.

b. A day shall mean a working-school day.

c. It is agreed that any investigation or other handling or processing of any grievances shall be conducted outside the employee's workday, unless agreed to by the Superintendent.

d. Any grievant shall have the right to be represented by the Association at all stages of the grievance procedure. If the grievant does not wish to be represented by the Association, the Association shall have the right to be present at the second and all subsequent stages of the grievance procedure.

e. The failure of a grievant to act on any grievance within the stated number of days will forfeit the right for further appeal. An administrator's failure to give a decision within the stated number of days shall permit the grievant to proceed to the next step. The time limits may be extended by mutual written agreement.

### 3. Grievance Steps

a. Step one: An attempt shall be made to resolve any grievance in informal discussion between the grievant and the principal within five days from the date of occurrence or knowledge of the occurrence of the event.

b. Step Two: If the grievance cannot be resolved informally, the grievant shall file a grievance in writing with the principal. The grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the grievance shall be within ten (10) days of the occurrence or knowledge of the occurrence giving rise to the grievance. The principal shall communicate a decision in writing within fifteen (15) days following the meeting between the principal and the aggrieved.

c. Step Three: In the event the grievance has not been satisfactorily resolved at the second step, the grievant may file within five (5) days of the principal's written decision, a copy of the grievance with the Superintendent. The Superintendent shall file a written decision within ten (10) days of the receipt of the grievance.

d. Step Four: If the grievance is not satisfactorily resolved at Step Three, there shall be binding, impartial arbitration. The grievant may submit a request in writing to the Superintendent within five (5) days from the receipt of the Step Three answer to enter into arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within five (5) days after notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) days, the Public Employment Relations Board will be requested to provide a list of five (5) arbitrators. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The party selected to remove the first name shall do so within three (3) working days after receipt of the list. Each party shall have one (1) working day to remove the next name.

The remaining name shall be submitted in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from or add to the provisions of the agreement, but shall have power only to apply and to interpret the provisions of the Agreement to the settlement of issues and grievances arising here under.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his or her representative(s).

4. **Other**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## **ARTICLE II**

### **PAYROLL DEDUCTIONS AND DUES DEDUCTION**

1. Existing payroll deductions, including tax sheltered annuities, in their present form shall remain in effect. Any new payroll deductions may be accepted with board approval.
2. Dues Deduction
  - a. Any certified employee who is a member of the Association may sign and deliver to the Board Secretary an assignment authorizing payroll deductions for professional dues.
  - b. Definition of "dues" is to be strictly limited to Association dues deduction and not inclusive of requiring the Board to collect any initiation fees, special assessments, back dues, fines or similar items.
  - c. The Association shall be responsible to inform its members of the dues deduction system and shall provide members with the necessary authorization cards for the deductions.
  - d. The Association agrees to indemnify and hold harmless the Board, each individual Board Member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all said deductions.
  - e. Pursuant to a deduction authorization, the Board shall deduct one-seventh of total dues from the regular salary check of the employee each month for seven months beginning in October and ending in April each year. The employer will transmit to the Association the total deduction of dues within ten (10) work days after the pay period.
  - f. Authorization cards shall be presented to the Board Secretary within the first four weeks of the school year to deduct and shall continue in effect from year to year; however, any member may terminate the dues checkoff at any time by giving thirty (30) days' written notice to the Board and Association.

## **ARTICLE III**

### **WAGES AND SALARY**

1. The salary of each teacher covered by the regular salary schedule is set forth in schedule A, which is attached hereto.
2. In order to advance horizontally on the schedule, graduate hours beyond the Baccalaureate Degree must be in the assigned teaching field of the staff member or lead to an approved Master's Degree and are to be approved by the Administration prior to enrollment in said course work.
3. Each employee shall be paid twenty-four (24) equal installments on the 15th and 30th (or last day of the month if less than 30 days) of each calendar month. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last working day.
4. Summer checks shall be mailed to the address designated by the employee.
5. Teachers holding a B.A. Degree must earn six semester hours from an accredited college or university for each ten years he or she remains in the district. Failure to comply will prevent the teacher from advancing on the salary schedule and may result in dismissal.
6. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he shall file official transcripts or grade reports showing hours, with the superintendent no later than September 1st. Official transcripts shall be filed as soon as possible.

## **ARTICLE IV**

### **SUPPLEMENTAL PAY**

1. Teachers who are required by the administration to use their own automobiles in the performance of their duties shall be reimbursed for such travel at the legal rate as in the State Code.
2. Teachers who are assigned coaching or extra duties as set forth and designated in Schedule A "Supplemental Pay Schedule" shall be paid in addition to their regular salary the amount as shown on Schedule A for their assignment. The extra duty time shall be assigned by the Administration.
3. Each employee covered by this agreement shall work eight (8) hours at school activity events during the school year. Including but not limited as activity events are following: ticket takers, ticket sellers and supervisor. Not included are activities related to the teacher's assigned teaching duties such as music programs, parent-teacher conferences, and open house.

Employees who are assigned to more than eight (8) hours of activity work assignments shall be compensated at the rate of five dollars (\$5.15) per hour. The amount of time worked will be computed from the time the employee is required to be on duty for the activity to the time he is relieved from the duty by the Administrator or individual designated by the Administration as being in charge.

## **ARTICLE V**

### **INSURANCE**

1. The group health and major medical, dental, life, and long term disability insurance programs in effect during the 2005-06 school year shall be continued in effect with no reduction in benefits during the term of this agreement.
2. Coverage shall be for twelve (12) consecutive months.
3. Employees on paid leave shall continue to have Board contributions made according to the level described above, subject to the terms and conditions of the carrier.
4. The board shall have the right at any time to procure the insurance referred to in this article from any reputable insurance company.

## ARTICLE VI

### SICK LEAVE

1. Teachers are granted leave of absence for medically-related disability with full pay in the following amounts:

- a. The first year of employment .....11 days
- b. The second year of employment ..... 12 days
- c. The third year of employment .....13 days
- d. The fourth year of employment .....14 days
- e. The fifth year of employment ..... 15 days
- f. The sixth year of employment .....15 days

The above amounts shall apply only to consecutive years of employment in the Baxter Community School District and unused portions shall be cumulative to a maximum total of one hundred (100) days.

2. Employees shall be given a copy of a written accounting of accumulated sick leave at the end of each school year.
3. Extended leave:  
An employee, who with a doctor's written verification, is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay up to six months. This leave may be renewed each year at the discretion of the Board.
4. Pregnancy policy:
  - a. A teacher who becomes pregnant may work as long as she is able to perform her teaching duties as determined by mutual agreement between said teacher and the administration.
  - b. A teacher on pregnancy leave shall have a doctor's verification of inability to work if leave is to be extended more than thirty (30) work days after child birth.
5. Illness in the immediate family permits five (5) days leave of absence without loss of pay per year. The members of the immediate family are understood to be: wife, husband, child, mother, father, brother, sister, grandmother, grandfather, mother-in-law, and father-in-law.

This leave shall not be accumulative. The granting of this leave may require certificate from the medical doctor as proof of such illness. Employee elective or cosmetic surgery shall not qualify for sick leave.

## **ARTICLE VII TEMPORARY LEAVES OF ABSENCE**

The employee shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year:

**1. Personal:**

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. All requests for personal leave must be filed with the Superintendent or designee at least one week in advance of the date requested, except in extenuating circumstances.

This leave is not to be used the day immediately before or the day immediately after vacations, holidays, or on an inservice day(s).

Personal leave shall not be granted during the in-service days at the beginning nor end of the school year nor the last fifteen (15) days.

**2. Jury and Legal:**

A teacher subpoenaed to give testimony as a witness before any legally constituted judicial or administrative tribunal, exclusive of appearances for any reason before the Iowa Public Employment Relations Board unless requested by the School District, or to serve on a legally constituted jury, may do so without loss of personal leave. Any fees or compensation, other than mileage and parking, that the employee receives during such leave shall be turned over to the Baxter Community School District.

**3. Professional Leave:**

If the administration approves attendance of a professional employee to an education workshop, conference, clinic or convention deemed beneficial to the school district, the employee will not be charged with a day of personal leave. Reimbursement for expenses will be on the basis agreed on at the time of approval.

**4. Death and Bereavement:**

In case of death in the immediate family, an employee shall be granted up to five (5) days of absence annually, with full pay. Such leave will not be charged against sick leave nor shall it be cumulative. The immediate family shall be interpreted as: father, mother, brother, sister, husband, wife, son, daughter, grandfather, grandmother, mother-in-law, and father-in-law.

An employee, at the discretion of the superintendent, shall be granted one additional day of bereavement for the death of any not listed above.

**5. For local funerals, such leave shall constitute only the time necessary to attend the funeral service.**

## **ARTICLE VIII**

### **EMPLOYEE HOURS**

1. The employee work day shall consist of seven and one-half (7-1/2) hours per day. The work day may be extended due to faculty meetings, activities, conferences, or duties which necessitate employee attendance.
2. Employees will receive a daily duty-free lunch period. In the event an emergency requires supervision during the lunch period, teachers who are available may be called upon for supervision.
3. On days school is dismissed for vacation, dismissed early due to weather conditions, and on Fridays, teachers may leave five (5) minutes after the school buses have departed. Weather conditions shall mean winter conditions such as ice or snow, not heat related.
4. In the absence of substitutes, the administration may ask an employee to serve as a substitute. The rate of compensation per period for such substitution shall be \$11.87.
5. All full-time teachers shall have a daily preparation period equal in length to one class period in grades seven through twelve and one hundred fifty (150) minutes per week in grades kindergarten through sixth during the student day.
6. Part-time teachers will get preparation time on a prorated basis.

## **ARTICLE IX**

### **REDUCTION IN STAFF**

1. **Definition of Seniority:** Seniority shall be defined as an employee's length of continuous service within the district since the employee's last date of hire. Part-time employees shall accrue seniority on a pro rata basis.
2. **Staff Reduction:** The Board of Education shall determine when a reduction in staff is necessary.
  - a. When reduction in staff is necessary, layoffs shall be effected within the following groups and departments: K-6, 7-12, by departments.
  - b. Employees in the above groups and departments will be laid off on the following basis: (1) attrition when administratively feasible; (2) qualifications and ability to perform the work required; (3) program continuity; and (4) seniority in the particular groups and departments listed above.
  - c. Laid off employees shall advise the superintendent of their current addresses and other employment during layoff. Employees in such groups and departments shall be recalled in inverse order of layoff according to qualifications. If one (1) year, beyond the duration of this contract, has elapsed since their layoff, they shall have no recall rights. If an employee fails to notify the District by certified mail within ten (10) calendar days of the notice of recall of the employee's his desire to return to work, any and all recall rights shall be forfeited.
  - d. An employee on recall shall not accrue any sick leave, benefits or experience on the salary schedule. Any employee who is employed by another district during the recall period shall forfeit all recall rights and benefits.

## **ARTICLE X**

### **EMPLOYEE WORK YEAR**

1. The regular and extended contract of employees shall include four (4) paid holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, and New Year's Day. No employee shall be required to perform duties on any of the above holidays.
2. The in-school work year of employees contracted on a nine month basis (other than new personnel who may be required to attend an additional one day for orientation) shall not exceed 189 days.
3. The in-school work year shall include days when pupils are in attendance, inservice days, and any other days which employee attendance is required.
4. Teachers on part-time contracts will be required to work a full day of seven and one-half (7-1/2) hours on all inservice days and work days.

**ARTICLE XI**  
**EVALUATION PROCEDURE**

1. Within six (6) weeks after the beginning of each school year employees shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.
2. The performance of all professional staff members in their first and second year will be formally evaluated a minimum of one (1) time each school year and as deemed practical and necessary by the Administration. Beyond their second year of service, professional staff members will be formally evaluated as deemed necessary by the Administration.
3. Each employee shall receive his or her written copy of all formal evaluations. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy but it shall not be interpreted to mean agreement with the evaluation.
4. The employee shall have the right to submit an explanation or other written statement regarding any material used for evaluation for inclusion in his/her personnel file. Any written statement by the employee shall be made at the time of the evaluation conference, or within five (5) working days of the conference.
5. Informal classroom visits by the Superintendent and/or designee may occur at any time.
6. The above provisions deal with but a single method of employee evaluation, i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of employees by any other means whatsoever as deemed appropriate by the Administration of the School District. If other evaluations are written and to be included in the employee's file, a copy shall be given to the employee.

## ARTICLE XII

### COMPLIANCE AND DURATION

1. Should any article, section, or clause of this Agreement be declare illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. Such deletion shall not affect any other articles, sections, or clauses or this Agreement or the application or any provision thereof.
2. Copies of this Agreement shall be printed at the shared expense of the Board and Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed and hereafter employed.
3. This Agreement shall commence on July 1, 2006, and shall run through June 30, 2007.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all as of the 25 day of May, 2006.

#### BAXTER EDUCATION ASSOCIATION

Association

*Sandi R. Larson*

By:  
Its President

By: *Betty Peterson*  
Its Chief Negotiator

#### BAXTER COMMUNITY SCHOOL DISTRICT

Board of Education

*[Signature]*

By:  
Its President

By: *[Signature]*  
Its Chief Negotiator

# SCHEDULE A

2006-07 BASE

\$24,890

## BAXTER COMMUNITY SCHOOL DISTRICT

	BA	BA+10	BA+20	BA+30	MA	MA+15
1	\$24,890	\$25,637	\$26,383	\$27,130	\$27,877	\$28,624
2	\$25,637	\$26,406	\$27,175	\$27,944	\$28,713	\$29,482
3	\$26,383	\$27,175	\$27,966	\$28,758	\$29,549	\$30,341
4	\$27,130	\$27,944	\$28,758	\$29,572	\$30,386	\$31,200
5	\$27,877	\$28,713	\$29,549	\$30,386	\$31,222	\$32,058
6	\$28,624	\$29,482	\$30,341	\$31,200	\$32,058	\$32,917
7	\$29,370	\$30,251	\$31,132	\$32,014	\$32,895	\$33,776
8	\$30,117	\$31,020	\$31,924	\$32,827	\$33,731	\$34,634
9		\$31,790	\$32,715	\$33,641	\$34,567	\$35,493
10		\$32,559	\$33,507	\$34,455	\$35,404	\$36,352
11			\$34,293	\$35,269	\$36,240	\$37,211
12			\$35,090	\$36,083	\$37,076	\$38,069
13				\$36,897	\$37,912	\$38,928
14				\$37,711	\$38,749	\$39,787
15				\$38,525	\$39,585	\$40,645
16				\$39,339	\$40,421	\$41,504
17					\$41,258	\$42,363
18					\$42,094	\$43,221
19					\$42,930	\$44,080
20						\$44,939
21						\$45,798
22						\$46,656

### EXTRA DUTY PAY 2006-07

JR CLASS, SPELLING BEE, JH CHEERLD, ASST DRILL TEAM

SCHOOL PLAYS (EA), SUMMER ACTIVITIES DIRECTOR

DRILL TEAM, JR. HIGH SPORTS

ANNUAL, BAND, FFA, VOCAL

STEP	BASE	0.090	0.045	0.030	0.020
1	\$24,890	\$2,240	\$1,120	\$747	\$498
2	\$25,637	\$2,307	\$1,154	\$769	\$513
3	\$26,383	\$2,375	\$1,187	\$792	\$528
4	\$27,130	\$2,442	\$1,221	\$814	\$543
5	\$27,877	\$2,509	\$1,254	\$836	\$558
6	\$28,624	\$2,576	\$1,288	\$859	\$572
7	\$29,370	\$2,643	\$1,322	\$881	\$587
8	\$30,117	\$2,711	\$1,355	\$904	\$602
9	\$30,864	\$2,778	\$1,389	\$926	\$617
10	\$31,610	\$2,845	\$1,422	\$948	\$632

## SCHEDULE B

### Distribution of Form

1. Association
2. Employee
3. Principal or Supervisor
4. Superintendent

NO: \_\_\_\_\_

Date Filed: \_\_\_\_\_

### GRIEVANCE REPORT BAXTER COMMUNITY SCHOOL DISTRICT LEVEL I

Date Violation Occurred \_\_\_\_\_  
Section(s) of Contract Violated \_\_\_\_\_  
Statement of Grievance \_\_\_\_\_

Relief Sought \_\_\_\_\_

Signature of Grievant \_\_\_\_\_

Date \_\_\_\_\_

Disposition by Principal or Immediate Supervisor \_\_\_\_\_

Signature of Principal or  
Immediate Supervisor \_\_\_\_\_

Date \_\_\_\_\_

### LEVEL II

Signature of Grievant \_\_\_\_\_

Date Received by Superintendent \_\_\_\_\_

Disposition by Superintendent \_\_\_\_\_

Signature of Grievant \_\_\_\_\_

Date of Request for Arbitration \_\_\_\_\_

Name of Arbitrator \_\_\_\_\_  
Disposition by Arbitrator \_\_\_\_\_

Date of Selection of Arbitrator \_\_\_\_\_

Arbitrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE C

### DUES DEDUCTION AUTHORIZATION FORM

Authorization for Payroll Deduction for Education Association Dues

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Last Name

I hereby request and authorize the Board of Education of Baxter Community School as my remitting agent, to deduct from each paycheck until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the Treasurer: Baxter Education Association.

It is understood that this authorization shall begin on the payroll period in October and shall continue through April. Any member may terminate the dues checkoff at any time by giving thirty (30) days' written notice to the Board and Association.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Soc. Sec. No. \_\_\_\_\_

For Employer Use Only. Do not fill Out.

\_\_\_\_\_  
Employee No.

\_\_\_\_\_  
Date Started

Changes

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amount

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amount

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amount

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amount

**LETTER OF MEMORANDUM A  
FOR 2006-07**

The Baxter Education Association agrees that the following 2006-07 positions will be paid the amounts as shown below. The parties agree that these amounts will not be used before any future fact-finder or interest arbitrator to argue for the elimination or modification of the existing indexed supplemental schedule. This agreement is exclusive between the parties and is only a one-year agreement.

**Athletic Director**

Head Football	Ass't Football	Head JH Football	Ass't JH Football
Head Basketball B+G	Ass't Basketball B+G	Head JH Baseball	Ass't JH Baseball
Head Wrestling	Ass't Wrestling	Head JH Softball	Ass't JH Softball

Step:

1. 2700	1950	1150	900
2. 2750	2000	1200	950
3. 2800	2050	1250	1000
4. 2850	2100	1300	1050
5. 2900	2150	1350	1100
6. 2950	2200	1400	1150
7. 3000	2250	1450	1200
8. 3050	2300	1500	1250
9. 3100	2350	1550	1300
10. 3150	2400	1600	1350
11. 3200	2450	1650	1400
12. 3250	2500	1700	1450
13. 3300	2550	1750	1500

Head Volleyball	Ass't Volleyball
Head Track B+G	Ass't Track B+G
Head Baseball	Ass't Baseball
Head Softball	Ass't Softball
Head Cross Country	Ass't Cross Country
Head Soccer B+G	Ass't Soccer B+G
Head Golf	Ass't Golf
	Cheerleading

Step:

1. 2500	1750
2. 2550	1800
3. 2600	1850
4. 2650	1900
5. 2700	1950
6. 2750	2000
7. 2800	2050
8. 2850	2100
9. 2900	2150
10. 2950	2200
11. 3000	2250
12. 3050	2300
13. 3100	2350

Betty Peterson  
Baxter Education Association  
Representative

[Signature]  
Baxter Comm. School District  
Representative

Date: May 25, 2006

Date: 5/25/06

## LETTER OF MEMORANDUM B

**THIS AGREEMENT** is made and entered into by and between the **BAXTER COMMUNITY SCHOOL DISTRICT** (hereinafter referred to as the District), and the **BAXTER EDUCATION ASSOCIATION** (hereinafter referred to as the Association).

**WHEREAS**, the District and Association are parties to a Master Contract Agreement dated July 1, 2006 - June 30, 2007; and,

**WHEREAS**, Article VI, Sick Leave, Section 1, provides in relevant part that unused portions shall be cumulative to a maximum total of one hundred (100) days; and,

**WHEREAS**, Article VI, Section 5, provides that illness in the immediate family permits five (5) days leave of absence without loss of pay per year; and,

**WHEREAS**, Article VII, Temporary Leaves of Absence, Section 1, Personal, provides that at the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business; and,

**WHEREAS**, due to the difficulty of hiring substitutes, it is the desire of the District to provide an incentive to employees for not using one or both of their personal days; and,

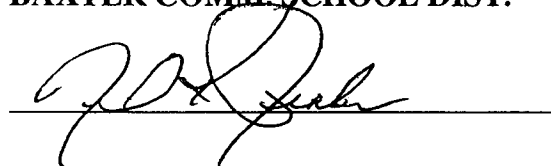
**WHEREAS**, the Association believes that such an incentive would be in the best interests of the District and its employees given the shortage of substitutes,

**NOW, THEREFORE**, it is hereby mutually agreed as follows:

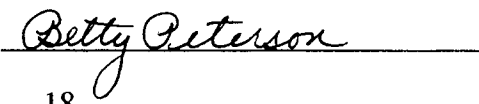
1. As an incentive not to use one or both personal days, employees are provided the following options:
  - a. Reimbursement of \$50 for one (1) unused personal day.
  - b. Reimbursement of \$70 for the second unused personal day.
  - c. Rollover of one or both unused personal day(s) to be used for illness in the immediate family. However, in no event will the exercise of this option allow for accumulation of family illness leave to exceed ten (10) days.
  - d. Rollover of one or both unused personal day(s) to be used as sick leave. However, accumulation of sick leave shall not exceed the maximum total of one hundred (100) days.
2. The above-stated options may be exercised in any combination.
3. It is understood that this Agreement will be a pilot program, which is not precedent setting, and will expire on June 30, 2007, unless specifically extended by mutual agreement of the parties.

Done this 25th day of May, 2006.

**BAXTER COMM. SCHOOL DIST.**



**BAXTER EDUCATION ASSN.**



## LETTER OF MEMORANDUM C

**THIS AGREEMENT** is made and entered into by and between the **BAXTER COMMUNITY SCHOOL DISTRICT** (hereinafter referred to as the District), and the **BAXTER EDUCATION ASSOCIATION** (hereinafter referred to as the Association).

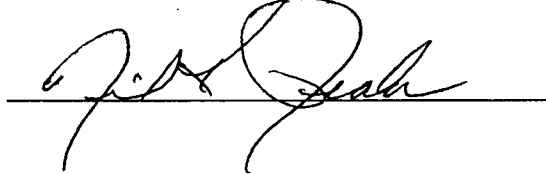
**WHEREAS**, the District and Association are parties to a Master Contract Agreement dated July 1, 2006 - June 30, 2007; and both parties agree to the following;

**WHEREAS**, If the Legislature requires the District to add one or more professional development days to the school year and the Legislature provides sufficient additional funding to the District to compensate teachers on a per diem basis for any professional development day which is added to the school year, then the District agrees that it will add only the required number of professional development days to the school year and that it will compensate teachers on a per diem basis for each day added to the school year for which such additional funding is received; and,

**WHEREAS**, If the Legislature does not provide sufficient funding to the District to compensate teachers on a per diem basis for any additional days required by the Legislature to be added to the school year, then the parties agree that the compensation for any additional day(s) shall be subject to negotiation, including all steps of the impasse procedures of Chapter 20.

Done this 25 day of May, 2006

**BAXTER COMM. SCHOOL DIST.**



**BAXTER EDUCATION ASSN.**

